

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code

08

Page

1

Pages

7

2. AMENDMENT/MODIFICATION NO.

49

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

See Page 1a

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

PS33, MGK

7. ADMINISTERED BY (If other than Item 6)

CODE

PS33, MGK

Procurement Office
George C. Marshall Space Flight Center
National Aeronautics and Space Administration
Marshall Space Flight Center, AL 35812

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AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Al Signal Research, Inc.
3411 Triana Blvd SW
Huntsville, AL 35805

(x)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

NAS8-02047

10B. DATED (SEE ITEM 13)

02/15/02

CODE

SAP 127909

FACILITY CODE

CAGE 004R1

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS



The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

x

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

FAR Clauses 43.103 (a) & 43.243-2 Changes-Cost Reimbursement (Alternate II) and the Limitation of Fund Clause

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

	Negotiated Est. Cost	Prov. Est. Cost	Total Est. Cost	Maximum Incentive Fee	Contract Value	Incentive Fee Available	Incentive Fee Earned	Unearned Incentive Fee	Total Sum Allotted
Previous	\$32,094,253	\$ - 0 -	\$32,094,253	\$1,347,580	\$33,441,833	\$335,107	\$1,009,253	\$3,220	\$33,393,734
This Mod	\$ 35,739	\$ - 0 -	\$ 35,739	\$ 2,144	\$ 37,883	\$ 2,144	\$ - 0 -	\$ 0	\$ 18,000
New Total	\$32,129,992	\$ - 0 -	\$32,129,992	\$1,349,724	\$33,479,716	\$337,251	\$1,009,253	\$3,220	\$33,411,734

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

D.E Smith, General Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Edgar F. Sanchez
Contracting Officer

15B. CONTRACTOR/OFFEROR

DES Smith

(Signature of person authorized to sign)

15C. DATE SIGNED

9/29/05

16B. UNITED STATES OF AMERICA

BY

Edgar F. Sanchez

(Signature of Contracting Officer)

16C. DATE SIGNED

9/29/05

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

PR	Source of Funds	Amount
4200132893	Office Of Human Capital	\$18,000
	Total	\$18,000

The purposes of this modification are to: a) definitize the contractor's proposal, entitled: "Academic Affairs" that incorporates an expansion of support services requirements under subparagraph 9.0 of the Performance Work Statement b) change the contract and incentive fee values for the current Option Period 3 and unexercised Option Period 4 and c) provides incremental funding in the amount of \$18,000. The foregoing action is further implemented by the inclusion of the following changes.

A. Under Clause B.2, Estimated Cost and Contract Fee, make the following modifications:

- Under paragraph (a) increase the estimated cost for option 3 by \$35,739 from \$6,746,426 to \$6,782,165 and increase the contract fee by \$2,144 from \$305,423 to \$307,567. As such, the overall estimated Total Cost & Fee for Option 3 is increased by \$37,883 from \$7,051,849 to \$7,089,732.
- In addition, under paragraph (a) increase the estimated cost for option 4 by \$93,811 from \$6,992,340 to \$7,086,151 and increase the contract fee by \$5,629 from \$320,716 to \$326,345. As such, the overall estimated Total Cost & Fee for option 4 is increased by \$99,440 from \$7,313,056 to \$7,412,496.
- In addition under paragraph (b), for option period 3 increase "Maximum Available Incentive Fee" for the period of 8/15/05-02/14/06 by \$2,144 from \$156,987 to \$159,131.
- In addition under paragraph (b), for option period 4 increase "Maximum Available Incentive Fee" for the period of 2/15/06-08/14/06 by \$2,814 from \$160,348 to \$163,162 and for the period of 08/15/06-02/14/07 by \$2,815 from \$160,348 to \$163,163.

B. Under Clause B.5, Contract Funding, is modified as follows to reflect the obligation of \$18,000.

- Subparagraph (a) is modified as follows:
 - Increase the funded amount from \$32,133,151 by \$15,856 to \$32,149,007.
 - No change in the funding coverage date of February 10, 2006 (ref. Mod 48).
- Subparagraph (b) is modified as follows:
 - Increase the additional amount obligated under this contract for fee from \$1,260,583 by \$2,144 to \$1,262,727.
- Subparagraph (c) is modified as follows:
 - Increase "Estimated Cost" from \$32,133,151 by \$15,856 to \$32,149,007.
 - Increase "Provisional Incentive Fee", from \$251,330 by \$2,144 to \$253,474.
 - No revision in "Incentive Fee Earned" from \$1,009,253 by \$0 to \$1,009,253.
 - Increase "Total Sum Allotted" from \$33,393,734 by \$18,000 to \$33,411,734.

- C. Under Attachment J-1, Performance Work Statement, the additional effort is incorporated under subparagraphs 9.0. These changes are reflected on the enclosed slip sheet pages. The period of performance for this effort shall commence on October 1, 2005 through February 14, 2006 and continue upon the exercise of Option Period 4.
- D. The modification(s) made above is reflected in total on the change page(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Contract NAS8-02047. A vertical change bar is included in the right margin to indicate the specific area(s) of change.

<u>Page(s) Deleted</u>	<u>Page(s) Added</u>
B-2	B-2
B-5	B-5
Attachment J-1-16	Attachment J-1-16

- E. In recognition of the modifications(s) agreed to herein as complete equitable adjustments for the contractor's "proposal(s) for adjustment" listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustment(s) attributable to such facts or circumstances giving rise the "proposal(s) for adjustment."

<u>Contract</u> <u>Change Identification</u>	<u>Contractor</u> <u>Proposal Number</u>
NASA/MSFC Request For Proposal dated September 1, 2005	ASRI Proposal dated September 8, 2005

- F. All other terms and conditions of contract NAS8-02047 remain unchanged.

Option Yr.3	(A) Mission	02/15/05-2/14/06	\$6,782,165	\$ 0	\$ 0	\$ 307,567	\$7,089,732	Exercised
Option Yr.3	(B) Schedule	02/15/05-2/14/06	\$ 498,728	\$ 0	\$ 0	\$ 29,684	\$ 528,412	Exercised
Total			\$32,129,992			\$1,349,724	\$33,479,716	

Option Yr.4	(A) Mission	02/15/06-2/14/07	\$7,086,151	\$ 0	\$ 0	\$ 326,345	\$7,412,496	Unexercised
Option Yr.4	(B) Schedule	02/15/06-2/14/07	\$ 100,000	\$ 0	\$ 0	\$ 6,000	\$ 106,000	Unexercised

(b) The total incentive fee earned during the performance of this contract is as follows:

Contract Year	Schedule	Period Covered	Maximum Available Incentive Fee	Incentive Fee Earned	Unearned Incentive Fee Earned
Base Year	(A) Mission	02/15/02-08/14/02	\$130,065	\$127,464	\$2,601
		08/15/02-02/14/03	\$136,628	\$136,628	\$ -0-
Base Year	(B) IDIQ	02/15/02-08/14/02	\$ -0-	\$ -0-	\$ -0-
		08/15/02-02/14/03	\$15,858	\$15,239	\$619
Option Yr. 1	(A) Mission	02/15/03-08/14/03	\$139,652	\$139,652	\$ -0-
		08/15/03-02/14/04	\$204,102	\$204,102	
Option Yr. 1	(B) IDIQ	02/15/03-08/14/03	\$ -0-	\$ -0-	
		08/15/03-02/14/04	\$ 2,363	\$ 2,363	
Option Yr. 2	(A) Mission	02/15/04-08/14/04	\$174,036	\$174,036	
		08/15/04-02/14/05	\$192,949	\$192,949	
Option Yr. 2	(B) IDIQ	02/15/04-08/14/04	\$ 7,062	\$ 7,062	
		08/15/04-02/14/05	\$ 9,758	\$ 9,758	
Option Yr. 3	(A) Mission	02/15/05-08/14/05	\$148,436	\$ -0-	
		08/15/05-02/14/06	\$159,131	\$ -0-	
Option Yr. 3	(B) IDIQ	02/15/05-08/14/05	\$ 14,842		
		08/15/05-02/14/06	\$ 14,842		
		Total	\$1,349,724	\$1,009,253	\$3,220

Option Yr. 4	(A) Mission	02/15/06-08/14/06	\$163,162		Unexercised
		08/15/06-02/14/07	\$163,163		Unexercised
Option Yr. 4	(B) IDIQ	02/15/06-08/14/06	\$ 3,000		Unexercised
		08/15/06-02/14/07	\$ 3,000		Unexercised

(End of clause)

B.3 INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) SCHEDULE AND ORDERING PROCEDURES

(a) The Government requires the performance of the effort within the quantities set forth in paragraph (b) below on an IDIQ basis during the performance of this contract. These services will be ordered through the issuance of Task Orders (see Clause G.4), individually priced, and shall contain separate schedule and cost incentives to be used to evaluate performance and determine the amount of fee earned. The IDIQ schedule will be used for tasks with an estimated value of \$25,000 or greater per task as described in section 9.0 of the PWS.

(b) In the event that the Government does not order the "minimum quantity" specified below during the applicable contract year, the Government's maximum obligation under this

available for the applicable contract year. In the event that the actual incentive fee earned is less than the provisional payment made, the Contractor shall submit to the Government, a credit voucher for the amount of such overpayment. At the Contracting Officer's discretion, should the determined estimate-at-completion (EAC) exceed the total contract value, provisional payment of cost incentive fee may be reduced or terminated.

(c) The Contracting Officer is the determining official for the amount of incentive fee that is earned.

(End of clause)

B.5 CONTRACT FUNDING (1852.232-91 (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is \$32,149,007. This allotment is for the Human Capital Office and Academic Affairs Office and covers the following estimated period of performance: February 15, 2002 through February 10, 2006.

(b) An additional amount of \$1,262,727 is obligated under this contract for payment of fee.

(c) Recapitulation of funding is as follows:

	<u>Previous</u>	<u>This Action</u>	<u>Total</u>
Estimated Cost	\$32,133,151	\$ 15,856	\$32,149,007
Provisional Incentive Fee	\$ 251,330	\$ 2,144	\$ 253,474
Incentive Fee Earned	<u>\$ 1,009,253</u>	<u>\$ 0</u>	<u>\$ 1,009,253</u>
Total Sum Allotted	\$33,393,734	\$ 18,000	\$33,411,734

(End of clause)

B.6 PREMIUM FOR SCHEDULED OVERTIME (MSFC 52.222-93) (AUG 1988)

Pursuant to the clause entitled "Payment for Overtime Premiums," the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Period</u>	<u>Amount</u>
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B-5 (Mod 49)

9.1 Higher Education Programs (332-14)

The Contractor shall provide support to institutions of higher education to ~~strengthen their research capabilities and provide~~ opportunities that attract and prepare increasing numbers of students for NASA-related careers.

9.1.1 Minority University Research and Education Programs (MUREP) (334-10 and 334-20)

The Contractor shall provide support to enhance the research capabilities of Minority Serving Institutions (MSIs) and increase the numbers and diversity of students, teachers, faculty and researchers from underrepresented and underserved communities in NASA-related STEM fields. The Contractor shall provide support for overall program design, solicitation, award selection, and program performance and monitoring.

9.1.2 The contractor shall assist the Marshall Space Flight Center Academic Affairs Office in coordination of the Minority University Research and Education Programs (MUREP). The contractor shall provide general support by preparing technical and budget evaluations of research programs; facilitating peer reviews of competitive solicitations; provide assistance to minority serving institutions; gather and analyze evaluation data and prepare reports; recruit students and faculty to participate in NASA education programs; develop and implement strategic plans for this program; coordinate media coverage of significant events surrounding MUREP; represent MSFC at MUREP and other education meetings and conferences; and work with NASA HQ educational admission directorates managers to assist with implementation of Agency goals for minority serving institutions in NASA research and development.

9.3 e-Technology (332-16 and 332-14)

The Contractor shall provide support to increase student, teacher, and public access to NASA education resources via the establishment of e-Education as a principal learning support system. The Contractor shall provide support to developing common procedures and practices that capture the essence of NASA and are relevant to NASA constituencies. The Contractor shall utilize technology tools and products to support partnering with Mission Directorates and cross-cutting organizations and program offices to create rich, effective learning experiences and connections for a range of audiences. The Contractor shall maintain the NASA policy of ensuring information resources are acquired and managed in a manner that implements the policies, procedures and priorities of the Agency and the federal government.

10.0 PUBLIC AND EMPLOYEES COMMUNICATIONS

This effort includes local, regional, and national news media and exhibit outreach activities. Support shall be provided in researching, writing and coordinating news releases and media advisories; arranging and conducting interactive television